Specifications by PMP Reviewed by RM **Program 3369-S** 

TO SUBMIT AN OFFER, THE CONTRACTOR IS REQUIRED TO COMPLETE PAGES 8 & 9, FAX NO LATER THAN: 11 AM OCTOBER 29, 2008, FAX NO. (757) 873-2805, ATTN: PENNY MILLADGE. QUOTES RECEIVED AFTER 11 A.M WILL NOT BE CONSIDERED.

PLEASE: <u>Do Not fax Double sets or extra forms that have not been requested like the GPO 910 Form, only pages 7 & 8 of these specifications with all of the information completed as requested.</u>

THIS PROCUREMENT IS BEING SOLICITED AS A SMALL PURCHASE REQUEST FOR QUOTATION (RFQ). THE SEALED BIDDING TERMINOLOGY AS USED THROUGHOUT THESE SPECIFICATIONS IS SYNONYMOUS WITH THEIR NEGOTIATED PROCUREMENT COUNTERPARTS UNLESS SPECIFICALLY STATED OTHERWISE. NEGOTIATED PURSUANT TO 41 U.S.C. 5(1).

# U.S. GOVERNMENT PRINTING OFFICE Hampton, Virginia

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of QUICK TURN-AROUND REPRODUCTION

as requisitioned from the U.S. Government Printing Office (GPO) by the

### DEPARTMENT OF COMMERCE

Single Award

**TERM OF CONTRACT**: Date of Award through November 30, 2009, plus up to four (4) optional 12-month extension periods that may be added in accordance with the "Option to Extend the Term of the Contract" clause in Section 1 of this contract.

**DISPUTES**: GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at <a href="http://www.gpo.gov/printforms/pdf/contractdisputes.pdf">http://www.gpo.gov/printforms/pdf/contractdisputes.pdf</a>. This June 2008 clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

MAIL OR TELEFAX REPLY REQUESTED: Please review these specifications and mail your reply to U.S. Government Printing Office, Hampton Regional Printing Procurement Office, 11836 Canon, Blvd., Suite 400, Newport News, VA 23606-2591 or telefax your reply to Hampton RPPO (757) 873-2805. NO TELEPHONE BIDS WILL BE ACCEPTED.

QUOTES ARE REQUESTED BY: 11:00 a.m., prevailing Newport News, VA time on, October 29, 2008.

#### SECTION I. GENERAL TERMS AND CONDITIONS

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to GPO Contract Terms (GPO Pub. 310.2, effective December 1, 1987 (Rev. 6-01)) and Quality Assurance Through Attributes Program for Printing and Binding (GPO Pub. 310.1, effective May 1979 (Rev. 8-02)).

GPO PUB. 310.2 IS AVAILABLE ON GPO WEB SITE AT <a href="http://www.gpo.gov/printforms/pdf/terms.pdf">http://www.gpo.gov/printforms/pdf/terms.pdf</a>

GPO PUB. 310.1 IS AVAILABLE ON GPO WEB SITE AT <a href="http://www.gpo.gov/printforms/pdf/qatap.pdf">http://www.gpo.gov/printforms/pdf/qatap.pdf</a>

## REGULATIONS GOVERNING PROCUREMENT

The U.S. Government Printing Office (GPO) is an office in the legislative branch of the United States Government. Accordingly, the Federal Acquisition Regulation is inapplicable to this, and all GPO procurements. However, the text of certain provisions of the Federal Acquisition Regulation as contained in the Code of Federal Regulations (CFR), are referenced in this solicitation. The offeror should note that only those provisions of the Federal Acquisition Regulation which are specifically incorporated by reference into this solicitation, are applicable.

**SUBCONTRACTING:** Subcontracting will not be permitted.

**QUALITY ASSURANCE LEVELS AND STANDARDS**: The following levels and standards shall apply to these specifications:

**Product Quality Levels:** 

- (a) Printing (page related) Attributes -- Level IV.
- (b) Finishing (item related) Attributes -- Level IV.

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests General Inspection Level I.
- (b) Destructive Tests Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

Attribute Specified Standard

P-7. Type Quality and Uniformity Average type dimension in the publication OR furnished camera copy

**OPTION TO EXTEND THE CONTRACT TERM:** The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five (5) years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for periodic pricing revision.

**ECONOMIC PRICE ADJUSTMENT:** The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price adjustment period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.
- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to
- (3) any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such
- (4) percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

**LIMITATION OF PERFORMANCE AND CONTRACTOR OBLIGATIONS**: Funds are available for performance of this contract for the first program period only. The amount of funds at award is not considered sufficient for performance required for any program year other than the first program year. When additional funds are available for the full requirements for the next succeeding program year, the Contracting Officer shall, not later than 30 calendar days before the expiration of the program year for which performance has been funded (unless a later day is agreed to), so notify the contractor in writing. Notification that funds are not available shall effect cancellation of the contract.

The Government is not obligated to the contractor for any amount over requirements for which funds have been made available and as obligated by each print order.

The contractor is not obligated to incur costs for the performance required for any program year after the first unless and until written notification is received from the Contracting Officer of an increase in availability of funds. If so notified, the contractor's obligation shall increase only to the extent contract performance is required for the additional program year for which funds have been made available.

If this contract is terminated under the "Termination for Convenience of the Government" clause, "total contract price" in that clause means the amount available for performance of this contract, as provided for in this clause. The term "Work in Process" in that clause means the work under the program year requirements for which funds have been made available. If the contract is terminated for default, the Government's rights under this contract shall apply to the entire multiyear requirements.

Notification to the contractor of an increase or decrease in the funds available for performance of the contract under another clause (e.g. the "Option" or "Changes" clause) shall not constitute the notification required by the first paragraph of this clause.

This procedure shall apply for each successive program year.

**ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS:** A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "print order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

**ORDERING:** Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through November 30, 2009, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and

conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

**PREAWARD SURVEY**: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct an on-site pre-award survey at the contractor's/subcontractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

**QUALITY ASSURANCE RANDOM COPIES:** The contractor may be required to submit quality assurance random copies to test for compliance against the specifications. The print order will indicate the number required, if any. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each sublot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. Copies will be paid for at the running rate offered in the contractor's bid and their cost will not be a consideration for award.

Business Reply Mail labels will be furnished for mailing the quality assurance random copies. The copies are to be mailed at the same time as the first scheduled shipment. A copy of the print order must be included.

A U.S. Postal Service approved Certificate of Mailing, identified by Program, Jacket and Print Order numbers, must be furnished with billing for reimbursement of certificate fee.

**PAYMENT:** Submit all vouchers to: Comptroller, Stop FMCE, Office of Financial Management, U.S. Government Printing Office, Washington, D.C. 20401.

#### SECTION II. SPECIFICATIONS

**PRODUCTION AREA**: It is assumed that all production facilities used in the manufacture of the product(s) ordered under this contract will be located within a 80.5 kilometer (50-mile) radius of Norfolk, VA.

Any bidder intending to use production facilities outside this area should furnish information, with the bid, which will on its face demonstrate ability to meet the schedule requirements. The determination by the Government of the acceptability of this information in no way relieves the successful bidder of the responsibility for compliance with these schedule requirements.

**SCOPE**: These specifications cover the production of books and pamphlets requiring such operations as duplicating/coping, color coping, drilling, stitching, shrink film wrapping, packing and delivery.

**TITLE**: Quick Turn-Around Reproductions.

**FREQUENCY OF ORDERS**: Approximately 12 orders per year. Majority of orders will be for black only, approximately 3 orders per year will have from 1 to 50 pages (average of 10 pages per order) that will require color copying.

**QUANTITY**: Approximately 10 to 5,000 copies per order. Approximately 5 orders per year will be for 2 to 8 pages with the quantity between 1,000 to 5,000 copies. The majority of orders will be less than 600 copies with the page count ranging between 26 to 900 pages (with an average of 200 pages and average 100 copies per order).

**NUMBER OF PAGES**: Approximately 2 to 900 pages per order. (See "Quantity" above.)

**TRIM SIZES**: 216 x 279 mm ( $8\frac{1}{2}$  x 11"). One (1) or two (2) order(s) may be 279 x 432mm (11 x 17") and folded to 216 x 279mm ( $8\frac{1}{2}$  x 11").

**GOVERNMENT TO FURNISH**: Camera copy consisting of type and line art.

**CONTRACTOR TO FURNISH**: All materials and operations, other than those listed under "Government to Furnish," necessary to produce the product(s) in accordance with these specifications.

**STOCK**: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated February 2008.

Color of paper furnished shall be of a uniform shade and a close match by visual inspection of the JCP and/or attached color sample(s). The Contracting Officer reserves the right to reject shipments of any order printed on paper the color of which, in his opinion, materially differs from that of the color sample(s).

All text stock used in each copy must be of a uniform shade.

Black Image: White Offset Book, grammage  $75~g/m^2$  (basis weight: 50 lbs. per 500 sheets, 25~x~38"), equal to JCP Code 60, or at contractor's option, White Writing, grammage  $75~g/m^2$  (basis weight: 20 lbs. per 500 sheets, 17~x~22"), equal to JCP Code D10.

Color Copying: White Offset Book, grammage  $90 \text{ g/m}^2$  (basis weight: 60 lbs. per 500 sheets, 25 x 38"), equal to JCP Code 60, or at contractor's option, White Writing, grammage  $90 \text{ g/m}^2$  (basis weight: 24 lbs. per 500 sheets, 17 x 22"), equal to JCP Code D10.

**PRINTING/DUPLICATING/COPYING:** Print face only, head to head, or head to side in black ink or color coping as specified on the Print Order.

**INK REQUIREMENTS**: If lithographic ink is used in the performance of this contract, the ink shall contain not less than the following percentages of vegetable oil: (a) news ink, 40 percent; (b) sheet-fed and forms ink, 20 percent; and (c) heat-set ink, 10 percent. High quality color process printing on high speed heat-set presses is expected when slow drying time significantly increases production costs.

**BINDING:** Wire stitch in upper left corner and trim four sides, or side –wire stitch in two places and trim four sides. Drill 3 holes when specified. Fold  $432 \times 279 \text{mm}$  (17 x 11") to 216 x 279mm (8½ x 11") when specified.

Individual Wrapping: Wrap each book as indicated on individual print order with Shrink Wrap, 150 gauge polyolefin film. Books must be wrapped suitable to insure safe arrival by mail if mailed out individually.

**NOTE**: Shrink film wrap 120 to 150 gage polyolefin film, Clysar or Clysar LLP manufactured by Dupont Co. or Croyofac manufactured by WR Grace Co.

**PACKING**: Shipping containers shall have a minimum bursting strength of 1 800 kPa (275 pounds per square inch) or a minimum edge crush test (ECT) of 7 700 N per m width (44 pounds per inch width).

**DEPARTMENTAL RANDOM COPIES (BLUE LABEL)**: All orders must be divided into equal sub-lots in accordance with the chart below. A random copy must be selected from each sub-lot. Do not choose copies from the same general area in each sub-lot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

<u>Books</u>		<u>Form</u>	<u>Forms</u>		
Quantity	Number of	Quantity	Number of		
<u>Ordered</u>	Sub-lots	<u>Ordered</u>	Sub-lots		
500 - 3,200	50	12,000 - 35,000	125		
3,201 - 10,000	80	35,001 and over	200		
10,001 - 35,000	125				
35,001 and over	200				

These randomly selected copies must be packed separately and identified by a special government-furnished blue label, affixed to each affected container. The container and its contents shall be recorded separately on all shipping documents and sent in accordance with the distribution list to the Department of Commerce address on the Print Order.

A copy of the PRINT ORDER/SPECIFICATION and a signed Government-furnished certificate of selection, must be included.

**DISTRIBUTION**: Deliver f.o.b. destination to U.S. Department of Commerce/NOAA/EASC, 101 West Main Street, 200 World Trade Center, Norfolk, VA 23510. Shipment to any other destinations will be f.o.b. contractors city reimbursable motor freight, UPS or overnight carrier, whichever is the most economical or as requested by the ordering agency.

All expenses incidental to returning materials, submitting proofs, and furnishing sample copies, must be borne by the contractor.

**SCHEDULE**: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

Furnished material must be picked up from and delivered to the U.S. Department of Commerce/NOAA/EASC, 101 West Main Street, 200 World Trade Center, Norfolk, VA 23510.

No definite schedule can be predetermined. The contractor will be notified when print order and furnished material will be available for pickup.

Approximately 40% of the orders will require complete production and delivery to be made within 1 to 2 workdays; 40% of the orders will require complete production and delivery to be made within 3 to 50 workdays after notification of the availability of print order and furnished material. Approximately 5 to 7 orders (20%) will require pickup and delivery within the same day. Notification of same day delivery will be before 10:00 AM.

**RECEIPT FOR DELIVERY**: Contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers: total quantity delivered, number of cartons, and quantity per carton: date delivery made: and signature of the Government agent accepting delivery. The original copy of this receipt must accompany the contractor's voucher for payment.

#### SECTION III. DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices quoted in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce one year's orders under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered under this contract.

The following item designations correspond to those listed in the "Schedule of Prices".

I.		(1)	(2)
	(a)	630	712
	(b)	130	147
	(c)	10	11
	(d)	10	11

# TO SUBMIT OFFER, THE CONTRACTOR IS REQUIRED TO COMPLETE PAGES 8 & 9 IN IT'S ENTIRETY AND FAX NLT: 11 AM, OCTOBER 29, 2008, FAX NO. (757) 873-2805, ATTN: PENNY MILLADGE

#### SECTION IV. SCHEDULE OF PRICES

Bids offered are f.o.b. destination.

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared non-responsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared non-responsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

Fractional parts of 100 will be prorated at the per 100 rate.

**I. COMPLETE PRODUCT** Prices offered shall include the cost of all required materials and operations necessary for the complete productions and distribution of the product listed in accordance with these specifications.

	Make-ready and/or Setup (1)	Running Per 100 copies (2)
(a) Per sheet-face and back – one color	\$	\$
(b) Per sheet–face only-one color	\$	\$
(c) Per sheet-face and back-color copying	\$	\$
(d) Per sheet-face only-color copying	\$	\$

The contractor is cautioned that he/she shall not perform any operation or produce any product for which he/she has not quoted a price under the "Schedule of Prices".

My production facilities are located within the	yes	_no		
<b>NOTICE</b> : Bidders OUTSIDE the assumed properties the following information.	production area spec	cified on page one of these	specifications should	
1. Proposed carrier(s) for pickup of Government	nent Furnished Mat	erial		
a. Number of hours from acceptance of pr	rint order to pickup	of Government Furnished	Material	
b. Number of hours from pickup of Gover	rnment Furnished M	laterial to delivery at contr	actor's plant	
2. Proposed carrier(s) for delivery of comple	eted product			_
a. Number of hours from notification to ca	arrier to pickup of c	ompleted product		_
b. Number of hours from pickup of compl	leted product to deli	very at destination		
BIDDERS NAME AND SIGNATURE:				
Bidder				
	(Company N	ame)		
(Street)	(City - State)		(Zip Code)	-
(Contractor: State/Code)		(Discount – Percer	ntage/Days)	_
By				
(Signature and title of person	on authorized to sig	n this bid)	(Date)	
(Person to be contacted – type or p	print)	(Telephone Number)	(Fax Number)	_
(Email Address)				

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